SOLICITATION	N/CONTRACT			_		TEMS	1. REQU	ISITION NUMBER			PAGE	1 OF 40
2. CONTRACT NO. HC1028-12-C-0034			FECTIVE DATE			BER		5. SOLICITA HC1028-1	ATION NUMBER 2-R-0045		6. SOLIC	CITATION ISSUE DATE 7-2012
7. FOR SOLICITATION INFORMATION CAL		a. NAME TARA D. S	CHMITT					b. TELEPHO	ONE NUMBER (No 0	Collect Calls)	1	R DUE DATE/LOCAL TIME AM 24 May 2012
9. ISSUED BY		CODE	HC1028	1		IIS ACQU		10.0 ==0 0	11. DELIVERY F			COUNT TERMS
DISA/DITCO-SCOT 2300 EAST DRIVE SCOTT AFB IL 622		_			X SI	NRESTR ET ASIDE SB)% FOR	BLOCK IS MARI	KED		
						HUBZO	NE SB		11 1	CONTRACT PAS (15 CFF	_	ED ORDER
					-	8(A) SVC-DIS	SABLED '	VET-OWNED SI	13b. RATING			
TEL: FAX:					SIZE	EMERG STD: 150		NAICS: 541519	14. METHOD O	F SOLICITA		X RFP
15. DELIVER TO CHIEF INTEGRATION	OFFICE/G-6	CODE	V81MR8			MINISAME		1474100.011010	1—	C	DDE _	
5850 23RD ST. FT. BELVOIR VA 2206 RICHARD WARNER							SE	E ITEM 9				
17a.CONTRACTOR	ROFFEROR		CODE 04MB1		18a. F	PAYMENT	WILL BE	E MADE BY		C	ODE H	Q0131
RED RIVER COMPI 21 WATER ST STE CLAREMONT NH 0 JAMES CONNAL	500	FA	CILITY I	ļ	HTTP	S-CO/JA(S://WAV JMBUS (VF.EB.N					
TEL. 603-448-8880)		DDE									
	F REMITTANCE I	S DIFFEREN	IT AND PUT			SUBMIT I DW IS CH		. \square	SS SHOWN IN I	BLOCK 18a	a. UNLES	SS BLOCK
19. ITEM NO.	2	0. SCHEDU	LE OF SUPPLIE	ES/ SEF	RVICE	ES		21. QUANTITY	/ 22. UNIT	23. UNIT F	PRICE	24. AMOUNT
			SEE SCHEI	DULE								
25. ACCOUNTING	AND APPROPRIAT	TION DATA							26. TOTAL	AWARD AMO	OUNT (Fo	or Govt. Use Only)
See Schedule	•										\$6	66,200,000.00
\vdash	TION INCORPORA									DDENDA DDENDA	ARE _	ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN Q TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER AI SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				VER ALL ITEMS OFFER DATED . YOUR OFFER ON SOLICITATION								
30a. SIGNATURE (OF OFFEROR/CO	NTRACTOR				a.UNITE	D STATE	S OF	(SIGNATURE OF CO	ONTRACTING	OFFICER)31c. DATE SIGNED
							<u>_</u>	wie W	aro P.			2 8-Jun-2012
30b. NAME AND T	ITLE OF SIGNER		30c. DATE S	IGNED	31	b. NAME	OF CON	NTRACTING OFF	ICER (TYPE C	OR PRINT)		
(TYPE OR PRINT)					Cā	arrie M.	. Ross	/ Contractin	g Officer			
					TE	EL: 618-	229-956	59	EMAIL: Ca	arrie.Ross	@disa.n	nil

SOLICITA ITEMS	SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)									PA	GE 2 OF 40	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTIT	ΓY :	22. UNIT	23. UNIT F	PRICE	24. AMOUNT	
19. ITEM NO.				SUPPLIES/ SER	RVICES		21. QUANTIT	TY :	22. UNIT	23. UNIT F	PRICE	24. AMOUNT
32a. QUANTITY II	N COLUN	/IN 21 HA	S BEEN				•			'		1
RECEIVED		CTED	ACCEPTED, AND CONF		CONTRAC							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT 32c. Dr				32c. DATE			TED NA ME AND RESENTATIVE	O TITLE	OF AUTHO	Rized Govi	ERNMEN	Т
32e. MAILING AD	DRESS (OF AUTH	ORIZED GOVERNMENT R	EPRESENTATIV	E	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
					32g. E-MA	IL OF AUTHORI	IZED GC	OVERNMEN	T REPRESE	NTATIVE	:	
33. SHIP NUMBE	CORRECT FOR		36.	36. PAYMENT 37. CHECK NUMBER COMPLETE PARTIAL FINAL				CK NUMBER				
38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY					, 							
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PA 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. D				FOR PAYMENT 41c. DATE	42a. RE	CEIVED BY	(Print)					
				42b. RE	CEIVED AT	(Location)						
				42c. DA	TE REC'D (YY/MM/DD)	42d. T0	OTAL CON	TAINERS			

\$36,088,294.12

Section B - Supplies or Services and Prices

ACRN AA

ITEM NO 0001	SUPPLIES/SERVICES Software Maintenance FFP Provide SMARTnet Maintenance with the equipment list for the IB value added support as idented to be supported by the support of the IB value added support as idented by the support of the IB value added support as idented by the support of the IB value added support as idented by the support of the IB value added support as idented by the support of the IB value added support as idented by the support of the IB value added support as idented by the support of the IB value added support as idented by the IB value added s	the PWS dated 18 lalue of \$1.2B - \$2.	May 12 and A 2B. The con	tractor shall also provide	AMOUNT \$65,890,874.02
				NET AMT	\$65,890,874.02
ITEM NO 000101	SUPPLIES/SERVICES Funding for CLIN 0001 FFP Funding for CLIN 0001 FOB: Destination	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00

Page 4 of 40

ITEM NO 000102	SUPPLIES/SERVICES Funding for CLIN 0001 FFP Funding for CLIN 0001 FOB: Destination	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	ACRN AB CIN: 000000000000000000000000000000000000	0000000000000		NET AMT	\$0.00 \$7,948,258.71
ITEM NO 000103	SUPPLIES/SERVICES Funding for CLIN 0001 FFP Funding for CLIN 0001 FOB: Destination	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	ACRN AC CIN: 000000000000000000000000000000000000	0000000000000000000		NET AMT	\$0.00 \$3,511,097.31

Page 5 of 40

ITEM NO 000104	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Funding for CLIN 0001 FFP				
	Funding for CLIN 0001 FOB: Destination				
				NET AMT	\$0.00
	ACRN AD CIN: 000000000000000000000000000000000000	00000000000000			\$1,850,686.57
	Ch. Coccoccoccoccocc				
ITEM NO 000105	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
333732	Funding for CLIN 0001 FFP				φοιου
	Funding for CLIN 0001 FOB: Destination				
				NET AMT	\$0.00
	ACRN AE CIN: 000000000000000000000000000000000000	000000000000000			\$16,218,905.47

Page 6 of 40

\$309,125.98

UNIT PRICE ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **AMOUNT** 000106 \$0.00 Funding for CLIN 0001 Funding for CLIN 0001 FOB: Destination **NET AMT** \$0.00 ACRN AF \$273,631.84 ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0002 Lot \$309,125.98437 \$309,125.98 **ICRA FFP** Provide SMARTnet Total Care Service CON-NLS1-IB300M - Inventory Collection, Reporting and Analysis (ICRA) and value added services in accordance with the PWS dated 18 May 12, Task 3, Paragraph 6.3. FOB: Destination **NET AMT** \$309,125.98

ACRN AC

Page 7 of 40

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 1001 Lot \$90,691,522.96909 \$90,691,522.97 OPTION Software Maintenance Provide SMARTnet Maintenance CON-NCFT-IB250M for 100% of the entire Army in accordance with the PWS dated 18 May 12 and Attachment J-1 equipment list for the IB value of \$1.2B - \$2.2B. The contractor shall also provide value added support as identified in PWS Task 6, Paragraph 6.6. FOB: Destination **NET AMT** \$90,691,522.97 ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE **AMOUNT** 1002 \$308,477.03091 \$308,477.03 Lot 1 OPTION **ICRA FFP** Provide SMARTnet Total Care Service CON-NLS1-IB300M - Inventory Collection, Reporting and Analysis (ICRA) and value added services in accordance with the PWS dated 18 May 12, Task 3, Paragraph 6.3. FOB: Destination **NET AMT** \$308,477.03

Page 8 of 40

SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE ITEM NO **AMOUNT** 2001 Lot \$129,740,696.885 \$129,740,696.89 OPTION Software Maintenance Provide SMARTnet Maintenance CON-NCFT-IB250M for 100% of the entire Army in accordance with the PWS dated 18 May 12 and Attachment J-1 equipment list for the IB values between \$750M - \$1.2B, \$2.2B - \$3.2B, and \$1.2B and \$2.2B. The contractor shall also provide value added support as identified in PWS Task 6, Paragraph 6.6. FOB: Destination **NET AMT** \$129,740,696.89 ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT UNIT PRICE AMOUNT** 2002 1 Lot \$309,540.00 \$309,540.00 OPTION **ICRA FFP** Provide SMARTnet Total Care Service CON-NLS1-IB300M - Inventory Collection, Reporting and Analysis (ICRA) and value added services in accordance with the PWS dated 18 May 12, Task 3, Paragraph 6.3. FOB: Destination **NET AMT** \$309,540.00

Page 9 of 40

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 3001 1 Lot \$160,568,555.40 \$160,568,555.40 OPTION Software Maintenance

FFP

Provide SMARTnet Maintenance CON-NCFT-IB250M for 100% of the entire Army in accordance with the PWS dated 18 May 12 and Attachment J-1 - equipment list for the IB values between \$750M - \$1.2B, \$2.2B - \$3.2B, and \$1.2B and \$2.2B. The contractor shall also provide value added support as identified in PWS Task 6, Paragraph 6.6.

FOB: Destination

NET AMT \$160,568,555.40

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 3002 1 Lot \$309,540.00 \$309,540.00

OPTION

ICRA FFP

Provide SMARTnet Total Care Service CON-NLS1-IB300M - Inventory Collection, Reporting and Analysis (ICRA) and value added services in accordance with the PWS dated 18 May 12, Task 3, Paragraph 6.3.

FOB: Destination

NET AMT \$309,540.00

Page 10 of 40

SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE ITEM NO **AMOUNT** 4001 Lot \$129,740,696.885 \$129,740,696.89 OPTION Software Maintenance Provide SMARTnet Maintenance CON-NCFT-IB250M for 100% of the entire Army in accordance with the PWS dated 18 May 12 and Attachment J-1 equipment list for the IB values between \$750M - \$1.2B, \$2.2B - \$3.2B, and \$1.2B and \$2.2B. The contractor shall also provide value added support as identified in PWS Task 6, Paragraph 6.6. FOB: Destination **NET AMT** \$129,740,696.89

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 4002 1 Lot \$309,540.00 \$309,540.00

OPTION

ICRA

FFP

Provide SMARTnet Total Care Service CON-NLS1-IB300M - Inventory Collection, Reporting and Analysis (ICRA) and value added services in accordance with the PWS dated 18 May 12, Task 3, Paragraph 6.3.

FOB: Destination

NET AMT \$309,540.00

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS) As of 18 May 2012

1. Contracting Officer Representative (COR).

a. Primary COR.

innary core					
Name:	Mr. Richard Warner				
Organization:	Chief Information Office (CIO)/G-6				
	Chief Integration Office Directorate				
Department of Defense Activity Address Code (DODAAC):	W81MR8				
Address:	5850 23rd St. Ft. Belvoir, VA 22060				
Phone Number:	703-545-1827				
E-Mail Address:	Richard.d.warner22.civ@mail.mil				

b. Alternate Point of Contact.

Name:	LTC Fritz McNair
Organization:	CIO/G-6
	Chief Integration Office Directorate
DODAAC:	W81MR8
Address:	5850 23rd St. Ft. Belvoir, VA 22060
Phone Number:	703-545-1486
E-Mail Address:	Fritzgerald.f.mcnair.mil@mail.mil

- 2. Contract or Task Order Title. Cisco SMARTnet Maintenance Enterprise Agreement.
- 3. Background. The Army is in the process of transforming its core IT capabilities to create a consolidated IT infrastructure. The enterprise transformation, called the Global Network Enterprise (GNE), incorporates the transformation of all capabilities included in LandWarNet. As part of the GNE, the Army CIO/G-6 is establishing new procedures to improve operation of the network and improve the overall security of network services and capabilities. A component of the transformation process involves modifying acquisition processes to achieve better efficiencies in the procurement of IT systems and related support. An integral part of this initiative is the consolidation of existing Cisco maintenance contracts to achieve cost avoidance, operational efficiencies, asset visibility, improved maintenance coverage, security threat management and enterprise-level support. Currently all Army commands and sub-elements procure Cisco SMARTnet individually to meet only their specific mission needs. Under this procurement, the Army is taking an Enterprise approach to acquire Cisco SMARTnet for all of the Army's Cisco owned assets.
- **4. Objectives.** The objective of this requirement is to provide 100% maintenance coverage for the Army's Cisco assets as provided in Attachment 1 equipment list. This enterprise agreement will optimize the administration, performance and security of the Army's LandWarNet by improving asset visibility, securing maintenance for all Cisco branded hardware and software,

and improving network security. The scope will include value added services in addition to the maintenance coverage, and will allow additional quantities for software licenses, hardware, and maintenance support. The scope will include implementation, deployment, and support for the required Inventory Collection & Reporting System (ICRS) database and user interface, which will provide the Army with a tool to monitor Cisco inventory procurements and provide Business Intelligence to assist with Installed Base (IB) management of the Enterprise Agreement.

5. Scope. The scope of this requirement covers the total Army organization including: Army Commands, Army Service Component Commands, and Direct Reporting Units including Army Reserve Command and National Guard Bureau. Additionally, the total Army includes Joint Organizations where the Army is the Executive Agent, such as SOUTHCOM, EUCOM and AFRICOM. It will also include authorized Army contractors purchasing on behalf of the above organizations. Included in these categories are military, civilian, and contractor personnel. The coverage of this requirement applies to all Continental United States (CONUS) and Outside the Continental United States (OCONUS) sites. This acquisition will provide brand name maintenance support for the entire Army enterprise, excluding Army Medical Command (MEDCOM), who is supported by Military Health Services (MHS) and US Army Special Operations Command, who is supported by US Special Operations Command (SOCOM). The Contractor will provide Cisco-branded SMARTnet maintenance for all Army hardware and software equipment as identified in Attachment 1 – equipment list. The Contractor will deliver software updates through an electronic software download location.

The Contractor will provide a value added solution and required support to manage Army inventory as part of a required Inventory Collection & Reporting System. The Contractor will ensure data is located in a secure server environment meeting all US Army data regulations to include storage, clearing, purging, destroying, or disposing of media provided by the US Army (ref AR 25-2).

6. Performance Requirements.

- **6.1 Task 1 Program Management.** The Contractor shall provide the technical and functional support required for the Management of this PWS including Quality Assurance, progress/status reporting, schedule, risk identification/handling/mitigation strategy, and Program Reviews. The Contractor shall provide the centralized administrative, clerical, documentation, and related functions needed to support and demonstrate completion of activities required under this contract. The Contractor shall provide innovative contract administration to include, but not limited to, reporting, analysis, and customer support interaction.
- 6.1.1 <u>Subtask 1 Program Manager (PM)</u>. The Contractor shall assign a PM to organize, plan, schedule, implement, control, analyze, and report on all elements of the contract. The PM shall have resources and authority to ensure efficient and timely program execution and shall be the focal point within the contractor's activity for all required program support. The PM shall be the primary contact through which communications, work assignments, and technical directions flow between the government and the Contractor. The Contractor shall assign a designated representative to act in the absence of the PM.

The PM shall be available during normal hours of operation to plan, direct, and control the overall management and operational functions specified herein. The PM shall provide the necessary level of contract management and administrative oversight necessary to achieve the requirements of this contract. The Contractor's PM shall be prepared at all times to present and

discuss the status of contract activities with the government Contracting Officer or Contracting Officer Representative.

6.1.2 <u>Subtask 2- Project Management and Deliverables.</u> The contractor will provide monthly progress reports to the COR. This report will include IB Management analysis, including current IB value, project status, and ongoing support requirements. It should reflect any significant activities impacting this contract. A Program Management Review (PMR) shall be held quarterly at dates to be coordinated with the contractor and the Government. At the PMR, the contractor shall present schedules, activities, status of action items, and planned activities. The Contractor will ensure that there are no sales of SMARTnet processed outside of this agreement. The Contractor will establish a process to regularly audit sales to the Army to determine if sales outside this agreement are occurring and take appropriate action to direct further sales through the terms of this agreement. Results of these audits shall be presented as an agenda item during Program Management Reviews.

Deliverables: Monthly Status Report.

PMR to be held quarterly. Pre-brief to Chief Integration Office leads at least 7 days in advance of PMR.

- <u>6.2 Task 2 Cisco SMARTnet Maintenance</u>. The contractor shall provide hardware and software support for 100% of the Army's inventory of Cisco equipment as identified in Attachment 1 equipment list. The contractor shall provide Cisco support for all locations in the United States and over 30 Outside the Continental United States (OCONUS) locations. The Cisco product line includes hardware such as, routers and switches plus software products, such as Call Managers and other key network systems.
 - 6.2.1 The contractor shall provide unlimited, direct access to the Cisco Technical Assistance Center (TAC) for technical support. The contractor shall provide coverage 24 Hours x 7 Day x 365 Days per Year (24x7x365) via telephone, the web, e-mail, chat and social media for all hardware and software technical issues.
 - 6.2.2 The contractor shall provide 8x5xNext Business Day Advanced Hardware Replacement for the Army's installed base of Cisco devices. The contractor shall provide new or equivalent-to-new Cisco hardware of the same make and model as the replaced hardware. Factory seconds or remanufactured products are not acceptable. All replacement parts must be manufactured by Cisco. The contractor shall provide evidence of global parts depots in support of this requirement.
 - 6.2.3 The contractor shall provide the ability for Army customers who have mission critical needs to upgrade to 24x7 x4 hour SMARTnet support. Approximately 10% of the Army's installed base requires this level of support.
 - 6.2.4 The contractor shall provide 24x7x365 direct customer access to the knowledge base and tools available at www.cisco.com.
 - 6.2.5 The contractor shall provide 24x7x365 direct access to all Cisco Internetwork Operating System (IOS) software updates and upgrades to Cisco network devices and

- major releases and minor updates to all Cisco software products excluding Unified Communications.
- 6.2.6 The contractor shall provide 24x7x365 direct access to Cisco IOS software developers.
- 6.2.7 The contractor shall provide 24x7x365 direct access to Cisco product business units.
- 6.2.8 The contractor shall provide technical support for classified networks including qualified, cleared technical engineers and a SIPR connection site.
- 6.2.9 The contractor shall provide the technical support to comply with all Information Assurance, Federal and Department of Defense (DoD) security requirements. Technical support shall have the expertise and be certified in Cisco Certified Network Associate Routing & Switching (CCNA), Cisco Certified Internetwork Expert (CCIE), Certified Information Systems Security Professional (CISSP), and Security+. Should additional certification requirements be mandated by DoD in the future, the contractor shall provide evidence of complying with those mandates within the required time.

Deliverables: SMARTnet maintenance support.

Upgrades, updates, and hardware as required.

- <u>6.3 Task 3 Inventory Collection Tool.</u> The contractor shall provide an ICRS tool to manage the inventory of Cisco equipment in support of this enterprise agreement. The Contractor shall design, implement and maintain a website/database to manage the Cisco SMARTnet contract within 90 days of contract award.
 - 6.3.1 The Contractor shall provide suggested solutions for a website including single sign on requiring Army customers to log in via CAC authentication credentials. Army users shall use the ICRS tool to perform asset changes such as moves, adds, changes, and deletes. It should include reporting review, user administrator functions and software media downloads. The site will track and control inventory entering the approval queue through final Army approval or rejection.
 - 6.3.2 The contractor shall provide suggested solutions for a role based web portal to allow Army customer's access via CAC authentication and perform Cisco product registration, reporting, user administration functions and links to software update downloads. The web portal provides a user interface that will track and control the Army's Cisco devices that are provided coverage under this SMARTnet Enterprise Agreement.
 - 6.3.3 The user interface (UI) will include a user help function, and provide training based on user roles. US Army will define the list of approved users, define user role types and provide administration level management through the site.

- 6.3.4 The Army will define key workflow processes; however, it can request process changes as necessary. The following key workflow processes shall be included in the web portal/reporting system provided under this contract:
 - a. Visibility and management of the Cisco installed base records for purposes of inventory management and control.
 - b. User self-registration functions.
 - c. Cisco device registration and de-registration for equipment being added or removed from the Army's inventory. Ability to make changes to installed locations for changes or transfers.
 - d. Real-time centralized reporting through pre-defined reports and Ad HOC queries as defined by the US Army. At minimum, reporting capabilities will include order status, overall Enterprise level network statistics, Ad Hoc statistics, access to historical data, and POC and Administrator query capabilities.
 - e. Report archiving.
 - f. User role-based permissions.
 - g. All modifications to the web portal must be pre-approved by the government prior to implementation.
 - h. The Contractor shall provide value added services for website end user support, which will include delivering training through online demonstration or an alternative training method as suggested by the Contractor. Training will take into consideration Army users technical skill sets range from novice to expert. First phase of the training will be available to Army users when the website has been developed no later than 90 days after contract award. Training will be updated by the Contractor if changes to the website significantly impact the overall usability of the website. An online training manual and help reference guide will be maintained on the website for users during the contract term.
- 6.3.5 Product transfer capability. The capability shall allow for the posting of unused devices (equipment no longer required) and making that equipment available for other Army activities. Army requiring activities will be required to check for equipment transfer availability prior to placing an order for a new hardware/software. All requirements for new equipment will be fulfilled through excess availability prior to placing an order for new equipment. The contractor shall provide a value added solution as to how the Army can complete this requirement.

- 6.3.6 Cisco software distribution through electronic download. The Contractor is encouraged to explore alternative modes of electronic download capabilities to assist Army in providing service to sites with bandwidth challenges. Methods of providing service may include Global Broadcast Service (GBS) satellite, FTP, or using multiple server download points to compensate for low bandwidth in outlying areas.
- 6.3.7 The Contractor shall provide for data recovery and continuity of operations (COOP) planning in accordance with AR 25-2.
- 6.3.8 Utilize a database to support the ICRS. The database will accommodate all historical reporting records and scale to house new records generated during the contract term.
- 6.3.9 The electronic software download website shall support file types as utilized currently by the government in accordance with AR 25-2.
- 6.3.10 At the end of the contract, the contractor will work with the government to reconcile all order information and provide all data housed by the contractor the government in an agreed upon format.
- 6.3.11 The Army may perform audits on ICRS at its discretion. Protecting Army data is a force protection issue. The audits will be utilized to ensure proper policies and standards for storing, maintaining and protection of Army Unclassified, unreleasable data is adhered to as specified in AR 25-2. Additionally, audits will serve to further ensure log files and audits are maintained and reviewed for all systems and that authentication policies are audited for compliance. The contractor will be notified in advance of any audit. The scope and mission of the audit will be clearly defined and provided thirty (30) days prior to audit commencement.

6.4 Task 4 – Reconciliation.

The scope of the period of performance addresses the known baseline inventory (BI) of Cisco products as identified in the attached Attachment 1 – equipment list. During the Period of Performance (PoP), to include all options, the equipment list will be subject to Reconciliation/True-up which will incorporate additional quantities for software licenses, hardware, and maintenance support. The Reconciliation/True-up will also allow the Army to reduce the maintenance for the expiration of licenses/units, reduction in software product, and/or removal of hardware products with Cisco products owned and licensed within the Army Enterprise for performance.

Under this contract, the Army's Cisco product inventory, during any period of performance, will be permitted to fluctuate upward or downward depending upon the Cisco requirements during the applicable period of performance. The Contractor will provide Cisco SMARTnet support as defined in Section 6.2 for all Cisco inventory added to the inventory during that period of performance, regardless of whether the increase would result in the inventory value moving into the next IB range (see attachment 2).

An inventory reconciliation/true-up will occur annually and will be conducted within 60 days of the end of the PoP for that period. The result of this Reconciliation/True-up will determine the IB range/price for the following period of performance. Any additional inventory added during this 60 day period will be included in the next Reconciliation/True-up report.

This will continue through each exercised option period within 60 days of the end of the 1st, 2nd, 3rd option period. Purchase of new SMARTnet service may increase the licensing and maintenance cost, whereas end-of-life Cisco equipment may reduce the licensing and maintenance cost. True-up will be the difference between the existing inventory and the revised inventory, wherein said reconciliation results in a different range/tier pricing payment for the upcoming year.

The COR, after notifying the contractor of the requested changes, is authorized to add/delete software licenses and hardware items, and increase/decrease software licensing and hardware entitlements, without contract modification. The Army and the contractor will reconcile and document any/all inventory changes with a modification to the contract in each option year.

The parties agree to recognize the effective date for new and discontinued maintenance as the first (1st) day the item is added to the IRCS required in 6.3 above. However, annual IB range costs for maintenance support will be based on only installed hardware and software at the time option periods 2, 3, and 4 are exercised.

6.5 Task 5 - Determining IB Range

If an increase or decrease in the IB value exists at the end of option years 1, 2, and 3, it will be agreed on by the parties in good faith. A True-Up will account for any increase or decrease in the total inventory baseline. The Army will use Information Technology Asset Management (ITAM) as the authoritative source for this data. As ITAM is a developing capability that may not be fully functional at the time a True-Up is required, the government requests the Contractor to provide an alternative solution for this requirement.

The Army's current IB has a list price value of \$1.5B. In order for the Army to account for fluctuations, the contractor shall provide tier pricing based on IB value. Range pricing will be as follows:

IB VALUE RANGE

\$750M - \$1.2B

\$1.2B - \$2.2B

\$2.2B - \$3.2B

Pricing for the above IB Value ranges for option years 2, 3, and 4 will be provided by the

contractor in attachment 2 as part of their cost proposal. Pricing provided in this attachment will be binding and use when and if options are exercised on this contract in the future. The IB value has been determined by combining the commercial list price value for all Cisco inventory in the Army. Using List Price Value allows the Army to normalize the IB value without having to account for discount variances. The contractor shall provide the annual True-Up report based on the ICRS provided under Task 6.3 and accurate and verifiable values with the original equipment manufacturer, Cisco. In the base year the IB range will be \$1.2B - \$2.2B based on the current IB value of \$1.5B. The annual true-up, will be conducted within 60 days of the end of the PoP option years 1, 2, and 3. This will continue through each exercised option period within 60 days of the end of the 1st, 2nd, 3rd option period. The true-up IB Value done within 60 days of the end of the PoP for that period will represent the IB range for the next option year (that range and price will be place in CLIN X0001) and this will continue for option years 2, 3, and 4.

6.6 Task 6 – Value Added Support

In addition to the value added support identified in the above task areas, the contractor shall provide value added support to include but not limited to engineering support, technical support, and consulting services to assist Army in making the best use of the emerging technologies. Additional Value added support shall include:

- Updating the government regularly on relevant updates
- Providing "What's new with Cisco?" training for end-users, customized to their unique business needs
- Initial and ongoing evaluation of business needs
- Performing Quality Assurance Assessments
- Provide Risk Management Support
- Provide Relationship/Management Consulting

Deliverable: Report identifying all value added solutions/support/services

7. Performance Standards.

Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
Task 6.1.1 – Provide	PM will be named at contract	Name and contact information for
Program Manager	award. The PM function will	PM will be provided to the
(PM) to support	not be vacant for more than	government within 5 days of
Enterprise	30 days.	award and within 30 days of a
Agreement		replacement being required.
Task 6.1.2 – Monthly	Report demonstrating key	The report will be sent to the COR
Performance Report	performance indicators will	and the CXO Action Officer NLT
	be generated monthly.	than the 10 th day of each month.
Task 6.1.2 –	A Quarterly Performance	The report will be provided during
Quarterly	Review will be held at a site	September, December, March and
Performance Review	to be named by the	June. A pre-brief should be held
	government, to provide a	with the COR and CXO Action
	report to Army leadership	Officer at least 7 days prior to the
	about the status of current	PMR.

Task 6.3 – Provide Inventory Collection and Reporting System Task 6.2.1	project efforts and key performance indicators. Performance occurs when capability is delivered within 90 days of award. The system should have 95% availability. The contractor shell provide	Routine inspection/audit of portal and services.
1 ask 0.2.1	The contractor shall provide unlimited, direct access to the Cisco Technical Assistance Center (TAC) for technical support. The contractor shall provide coverage 24 Hours x 7 Day x 365 Days per Year (24x7x365) via telephone, the web, e-mail, chat and social media for all hardware and software technical issues.	Survey Army customers and evaluate feedback
Task 6.6	The contractor shall provide Value added support	Survey Army customers and evaluate feedback

- **8. Incentives.** Not applicable to this award.
- **9. Place of Performance.** The work to be performed under this contract will be primarily performed at the contractor facility.
- <u>10. Period of Performance.</u> The period of performance shall be for one (1) Base Year of 12 months or 365 days and four (4) 12-month option years. The PoP reads as follows:

Base Year	29 June 2012 – 28 June 2013
Option Year 1	29 June 2013 – 28 June 2014
Option Year 2	29 June 2014 – 28 June 2015
Option Year 3	29 June 2015 – 28 June 2016
Option Year 4	29 June 2016 – 28 June 2017

11. Delivery Schedule.

PWS Task #	Deliverable Title	Format	Due Date	Distribution/Co pies	Frequency and Remarks
6.2.5	Software Updates	Contractor Determined Format	Upon public release	Online Access	
6.1.2	Monthly Performance Report	Contractor Determined Format	10 th of each month	Standard Distribution*	Monthly, on 10 th or earlier of each month
6.3.3	Quarterly Performance	Contractor Determined		Standard Distribution*	Quarterly in September,

	Review	Format			December,
					March and
					June.
6.5	True-Up	Contractor	60 days prior to	Standard	Annually
	Documentati	Determined	contract	Distribution*	
	on	Format	expiration		
6.6	Value Added	Contractor	Submission	Submission	Submission
	Report	Determined	required with	required with	required with
		Format	proposal	proposal	proposal

^{*}Standard Distribution: 1 copy of the transmittal letter <u>without the deliverable</u> to the Contracting Officer; 1 copy each of the transmittal letter <u>with</u> the deliverable to the Primary COR and CXO Action Officer.

12. Security. The contractor must possess the necessary clearances as described in the attached Contract Security Classification Specification (DD254) (Attachment 5). An interim clearance will be deemed unacceptable. The contract may require access to secure facilities; therefore, Top Secret is the highest classification under this contract. The contractor shall obtain a Top Secret security clearance for those personnel performing engineering and consulting support on projects that require that level of security clearance. All other personnel supporting this contract will obtain or possess at least a Secret clearance. The contractor shall comply with all controlled area requirements at each specific site location. Cisco Security clearances must be maintained and evidence of same may be required to re-certify.

- 13. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI). Please see Attachment J-1 for the list of GFE.
- **14.** Other Pertinent Information or Special Considerations. No other pertinent information or special considerations other than what has already been stated in the acquisition documents.
 - a. Identification of Possible Follow-on Work. There is no possible follow on work.
 - b. <u>Identification of Potential Conflicts of Interest (COI)</u>. The government is not aware of any potential Conflicts of Interest.
 - c. <u>Identification of Non-Disclosure Requirements</u>. If a Non-Disclosure Agreement is required, the document will be executed at the time of requirement.
 - d. Packaging, Packing and Shipping Instructions. No requirements.
 - e. <u>Inspection and Acceptance Criteria</u>. No criteria.
- <u>15. Section 508 Accessibility Standards</u>. The following Section 508 Accessibility Standard(s) (Technical Standards and Functional Performance Criteria) are applicable (if box is checked) to this acquisition.

Technical Standards

- ☐ 1194.21 Software Applications and Operating Systems
- 1194.22 Web Based Intranet and Internet Information and Applications

1194.23 - Telecommunications Products
1194.24 - Video and Multimedia Products
1194.25 - Self-Contained, Closed Products
1194.26 - Desktop and Portable Computers
☐ 1194.41 - Information, Documentation and Support
The Technical Standards above facilitate the assurance that the maximum technical standards are
provided to the Offerors. Functional Performance Criteria is the minimally acceptable standards
to ensure Section 508 compliance. This block is checked to ensure that the minimally acceptable
electronic and information technology (E&IT) products are proposed.
Functional Performance Criteria
1194.31 - Functional Performance Criteria

Section D - Packaging and Marking

ADDENDUM D Reserved.

Section E - Inspection and Acceptance

ADDENDUM E

- E.1.1. The contractor shall only tender for acceptance those items that conform to the requirements of this contract. The contractor shall deliver deliverables on or before dates established by the contract.
- E.1.2 If the Government notifies the contractor that it has rejected a deliverable, the Government shall provide written notice of the basis of the deficiency, and the contractor shall remedy the noncompliance within a reasonable time and no later than the time as specified elsewhere in this contract.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	Government
000102	N/A	N/A	N/A	Government
000103	N/A	N/A	N/A	Government
000104	N/A	N/A	N/A	Government
000105	N/A	N/A	N/A	Government
000106	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
3002	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	Government
4002	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of SuppliesFixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 29-JUN-2012 TO 28-JUN-2013	N/A	CHIEF INTEGRATION OFFICE/G-6 5850 23RD ST. FT. BELVOIR VA 22060 RICHARD WARNER 703-545-1827 FOB: Destination	W81MR8
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	N/A
000105	N/A	N/A	N/A	N/A
000106	N/A	N/A	N/A	N/A
0002	POP 29-JUN-2012 TO 28-JUN-2013	N/A	CHIEF INTEGRATION OFFICE/G-6 5850 23RD ST. FT. BELVOIR VA 22060 RICHARD WARNER 703-545-1827 FOB: Destination	W81MR8
1001	POP 29-JUN-2013 TO 28-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MR8
1002	POP 29-JUN-2013 TO 28-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MR8
2001	POP 29-JUN-2014 TO 28-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MR8
2002	POP 29-JUN-2014 TO 28-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MR8
3001	POP 29-JUN-2015 TO 28-JUN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MR8
3002	POP 29-JUN-2015 TO 28-JUN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MR8

4001	POP 29-JUN-2016 TO 28-JUN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MR8
4002	POP 29-JUN-2016 TO 28-JUN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MR8

CLAUSES INCORPORATED BY REFERENCE

52.247-34 F.O.B. Destination NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-9200 PERIOD OF CONTRACT (F500 Previously)

(JUN 1996)

Any contract awarded as a result of an offer submitted in response to this solicitation shall be effective from date of contract award and shall continue for a period of 1 year(s) with 4 one-year option(s), unless sooner terminated under the terms of this contract.

52.211-9201 PLACE OF PERFORMANCE (F501 Previously)

(JUN 1996)

Communications equipment shall be delivered to and/or all maintenance and installation shall be performed at the following locations:

There are multiple CONUS and OCONUS locations at which Cisco hardware and software is installed. The work to be performed under this contract will be primarily performed at the contractor facility. However, contract management will take place at the CIO/G-6 office.

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.5F20 000 C1013 0 068142 2F 257020 10177588 01

AMOUNT: \$36,088,294.12

AB: 97X4930.5F20 000 C1013 0 068142 2F 257020 10189355 01

AMOUNT: \$7,948,258.71

AC: 97X4930.5F20 000 C1013 0 068142 2F 257020 10189513 01

AMOUNT: \$3,820,223.29

AD: 97X4930.5F20 000 C1013 0 068142 2F 257020 10189511 01

AMOUNT: \$1.850,686.57

AE: 97X4930.5F20 000 C1013 0 068142 2F 257020 10190404 01

AMOUNT: \$16,218,905.47

AF: 97X4930.5F20 000 C1013 0 068142 2F 257020 10192901 01

AMOUNT: \$273,631.84

CLAUSES INCORPORATED BY FULL TEXT

52.201-9200 CONTRACTING AND ADMINISTRATIVE AUTHORITY (JUN 1996) (G500 Previously)

- a. The contract will be administered by the Defense Information Technology Contracting Organization (DITCO). The Contracting Officer (CO) at DITCO is the only person authorized to approve changes or modify any of the requirements contained elsewhere in this contract; the said authority remains solely in the CO. In the event the contractor effects any such change at the direction of any other person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract costs to cover any increase incurred as a result thereof.
- b. The contractor shall submit requests for modifications of this contract to the CO with a copy of the request to the CO's representative as designated in the CO's representative appointment letter.
- c. Contractual problems, of any nature, that may arise during the life of this contract must be handled in conformance with very specific public laws and regulations (i.e., Federal Acquisition

Regulation). Only the CO is authorized to formally resolve such problems. Therefore, the contractor is hereby directed to bring all such contractual problems to the immediate attention of the CO.

d. Request for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the CO.

52.204-9000 Points of Contact (AUG 2005)

Contracting Officer

Name: Carrie M. Ross

Organization/Office Symbol: DISA/DITCO/PL8321

Phone No.: 618-229-9569

E-Mail Address: Carrie.M.Ross.civ@mail.mil

Contract Specialist

Name: Tara D. Schmitt

Organization/Office Symbol: DISA/DITCO/PL8321

Phone No.: 618-229-9485

E-Mail Address: tara.d.schmitt.civ@mail.mil

Customer/COR/TM Point of Contact

Name: Mr. Richard Warner

Organization/Office Symbol: U.S. Army CIO/G-6

Phone No.: 703-545-1827

E-Mail Address: richard.d.warner22.civ@mail.mil

Contractor Point of Contact:

Contractor Legal Business Name: Red River Computer Co., Inc.

DUNS: 04MB1

CAGE CODE: 933678708 Contractor POC: James Connal

E-Mail Address: James.Connal@redriver.com

Phone Number: 603-448-8880

Fax Number: 603-448-8844

(End of clause)

52.204-9001 Contract/Order Closeout—Fixed-Price, Time-and-Materials, or Labor-Hours (Jan 2007)

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from this

contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within ninety (90) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for deobligation of excess funds that were obligated in those respective periods of performance.

(End of clause)

52.232-9000 Wide Area WorkFlow (WAWF)

As prescribed in 232.7004(S-90), use the following clause:

WIDE AREA WORKFLOW (WAWF) (JUL 2011)

(a) As prescribed in DFARS clause 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (Mar 2008), Contractors must submit payment requests in electronic form. Paper copies will no longer be accepted or processed for payment unless the conditions of DFARS clause 252.232-7003(c) apply. To facilitate this electronic submission, the Defense Information Systems Agency (DISA) has implemented the DoD sanctioned Wide Area WorkFlow (WAWF) for contractors to submit electronic payment requests and receiving reports. The contractor shall submit electronic payment requests and receiving reports via WAWF. For payment problems related to WAWF, the contractor should contact the Acceptor identified.

(b) Definitions:

Acceptor: Administrative Contracting Officer (ACO), Contracting Officer (KO), Contracting Officer's Representative (COR), or other government acceptance official as identified in the contract/order. The Administrative Contracting Officer (ACO) has the sole authority for approving final payment requests for cost-reimbursement type contracts.

Direct Bill Voucher – Cost vouchers that are routed directly to the payment office. A copy is routed to the Acceptor's history folder.

Non-direct Bill Voucher – Cost vouchers that are routed to DCAA for provisional approval of payment. A copy is routed to the Acceptor's history folder.

Final Voucher – The last cost voucher that is routed to the ACO for approval. A copy is routed to the DCAA history folder.

Pay Official: Defense Finance and Accounting Service (DFAS) payment office identified in the contract/order.

SHIP To/Service Acceptor DoDAAC: Acceptor DoDAAC or DCMA DoDAAC (as specified in the contract/order).

DCAA Auditor DoDAAC: Used when DCAA interim cost voucher approval is required by the contract/order and the field is marked as mandatory in WAWF-RA. (Click the DCAA Audit Office Locator Link in WAWF and enter zip code of your CAGE code address).

(c) WAWF Contractor Input Information - ** IMPORTANT! **

The contractor shall use the following information in creating electronic payment requests in WAWF: To create electronic payment requests and receiving reports, go to the following WAWF production website at https://wawf.eb.mil.

Invoice Type in WAWF:

<u>For Firm Fixed Price (FFP) Contracts</u> - If billing for Materials Only or a combination of Materials and Services, select "Invoice and Receiving Report (Combo)".

<u>For Firm Fixed Price (FFP) Contracts</u> - If billing for Services Only, select "2-n-1 (Services Only)" <u>For Cost Type Contracts (</u>Cost-Reimbursement, Time-and-Materials, and Labor Hour- Contracts,) <u>-</u> select "Cost Voucher"

(**Interim Cost Vouchers are to be sent to DCAA for verifying claimed costs and approving interim payment requests, therefore a DCAA DoDAAC is required. A letter of "DCAA Approval for Direct Invoice Submittal" is required to be attached to all Direct-Bill Cost Vouchers.**)

(d) Procedures for submitting proper Cost Voucher:

Contractor(s) shall click on the "Direct Bill Authority Look Up" link on the Vendor Sidebar in WAWF to determine if your contract is under **Direct Bill** or **Non Direct Bill**.

Enter the Vendor Cage Code e.g., 71329 and Click Submit.

Submit the correct type of voucher based on procedures provided below:

Direct-Bill Interim Voucher:

- Coordinate with the Contracting Officer's Representative (COR), or other government official responsible for monitoring contractor performance as identified in the contract/order prior to submitting voucher in WAWF.
- Contractor shall attach the Standard Form (SF) 1034 and (SF) 1035 continuation sheet to the cost voucher.
- DCAA letter of approval for Direct Invoice Submittal shall be attached to first Direct-Bill cost voucher submitted under this contract.
- DFAS (pay official) reviews voucher and if proper for payment, renders payment

Non Direct- Bill Interim Voucher:

- Coordinate with the Contracting Officer's Representative (COR) or other government official responsible for monitoring contractor performance as identified in the contract/order prior to submitting voucher in WAWF.
- Contractor shall attach the Standard Form (SF) 1034 and (SF) 1035 continuation sheet to the cost youcher.
- Contractor shall include DCAA Auditor DoDAAC when DCAA invoice approval is required by the contract/order and the field is marked as mandatory in WAWF-RA. (Click the DCAA Audit Office Locator Link in WAWF and enter zip code of your CAGE code address).
- DCAA reviews claimed cost and if proper for payment, approves voucher and routes to DFAS for payment
- DFAS (pay official) reviews voucher and if proper for payment, renders payment

Final Voucher:

- Coordinate with the Contracting Officer's Representative (COR), or other government official responsible for monitoring contractor performance as identified in the contract/order prior to submitting invoice in WAWF.

- The assigned ACO is the only Service Approver/Acceptor and takes action on Final Voucher (FV) before it is routed to the payment office. The DCAA Auditor/ Inspector has no action in WAWF for final vouchers.

(e) Administrative Information:

Acceptor: Ship To/Service Acceptor DoDAAC: W81MR8

Name: Mr. Richard Warner Phone Number: 703-545-1827

E-Mail: richard.d.warner22.civ@mail.mil

Pay Official: Pay DoDAAC: *HQ0131*

<u>Payment Processing Questions</u>: Contact the following DFAS office as specified in the contract/order:

Columbus Center -- 1-800-756-4571 HQ0131 - Option 2, then Option 2

<u>E-Mail Notifications</u>: To facilitate payment processing, the contractor shall send an additional e-mail notification to the Service Acceptor, COR (for cost vouchers) and Contracting Officer (KO) by clicking on the "Send More Email Notifications" link after submitting a document in WAWF.

<u>Points of Contact</u>: Reference clause 52.204-9000, Points of Contact, for Contracting Officer, Contract Specialist, Customer/COR/ and Contractor Points of Contact information.

<u>WAWF Information</u>: Additional DISA WAWF guidance and information for both contractor and government personnel is available at: http://www.ditco.disa.mil/hq/WAWF/

(End of clause)

Additional Accounting and Appropriation Data

97X4930.5F20 000 C1013 0 068142 2F

CLIN/SubCLIN	Purchase Request Number	Obligated Amount
0001	-	\$65,890,874.02
000101	10177588	\$36,088,294.12
000102	10189355	\$7,948,258.71
000103	10189513	\$3,511,097.31
000104	10189511	\$1,850,686.57
000105	10190404	\$16,218,905.47
000106	10192901	\$273,631.84
0002	10189513	\$309,125.98
	BASE YEAR OBLIGATED TOTAL	\$66,200,000,00

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.216-9201 PRICE GUARANTEE (H514 Previously)

(JUN 1996)

- a. The prices contained in this contract shall apply from date of contract award through a period ending 60 months from the date of contract award.
- b. Travel. Travel costs in support of sustainment, if applicable, shall be reimbursed at cost in accordance with the version of the Department of Defense Joint Travel Regulations (JTR) current at the time the travel occurs. No profit shall be allowed on travel costs.
- c. Order Administration. A Contracting Officer's Representative (COR) will be designated by the DITCO Contracting Officer after award.
- d. License Rights-Commercial Commercial computer software and commercial computer software documentation.

This contract provides for the delivery of certain COTS computer software products, maintenance and computer software documentation. Commercial computer software, maintenance and commercial computer software documentation delivered under the contract shall be subject to the terms of this provision, or, if applicable, a DFARS Subpart 208.74, Enterprise Software Agreement.

The license shall be in the name of the agency, the US Army CIO/G-6; the license entitles use by contractors and agents of the agency who have the permission of the agency to use the licensed software and documentation and who have agreed to use the licensed software and documentation only in accordance with applicable restrictions.

Commercial computer software and commercial computer software documentation shall be provided with license rights no less than rights provided when sold to the general public. In accordance with FAR 12.212, the licenses provided shall not be inconsistent with Federal law.

e. Software Version Level Upgrades at No Cost

US Army CIO/G-6 shall be entitled to receive all new releases of licensed software products, updates, revisions and options, including updates to product documentation, as they become generally available (GA).

New software versions, releases, fixes and upgrades containing the same software functionality for products under contract are provided as part of software maintenance / warranty support. The Offeror shall make incorporated improvements and enhancements to the software, which are not designated as options, available to US Army CIO/G-6 at no additional charge. The Offeror shall provide support for each software product version and afford the right to bring all instances up to the same release or version level at no additional cost.

For any software product covered under this contract, if the Offeror discontinues the product, replaces the product, merges the product with another product or products, repackages / renames the product or otherwise redesigns the product into another product or suite of products without significant functionality improvements, US Army CIO/G-6 shall be entitled to the new product at no charge. If significant functionality improvements are added to the software product and the offeror is charging all other clients for the improved version, then US Army CIO/G-6 shall be entitled to a trade-in credit equal to the then current list price for the original software product, applicable towards the purchase of a perpetual license for the improved version, and US Army CIO/G-6 shall receive the same discount for the improved version that it received when it licensed the original product. If US Army CIO/G-6 chooses to retain the original product, the offeror shall continue full maintenance support for twenty-four (24) months after US Army CIO/G-6 notification on the deployment of the improved version; however, such 24-month period shall not go beyond the expiration date of this contract.

SECURITY

Data Security. This solicitation and the resulting contract are unclassified, but may contain personal private information such as date of birth, home address, etc. DoD INST. 8500.1, Information Assurance, provides specific security requirements for data in DoD systems, which will apply to the ESA Cisco SMARTnet contract. Personnel under this contract may have exposure to privacy act information and will be required to provide the same protections of that data as those required of Federal employees.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	tFEB 2012
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.212-4	Contract Terms and ConditionsCommercial Items	FEB 2012
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright	DEC 2007
	Infringement	
52.232-33	Payment by Electronic Funds TransferCentral Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	JUN 2011
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7010	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
	Trouble of Transportation of Supplies Dy Sea	2000

CLAUSES INCORPORATED BY FULL TEXT

 $52.209\text{-}9000\ \ ORGANIZATIONAL\ AND\ CONSULTANT\ CONFLICTS\ OF\ INTEREST\ (OCCI)\ \ (DEC\ 2005)$

- (a) An offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the offeror shall submit an Organizational and Consultant Conflicts of Interest Plan (OCCIP) to the contracting officer. The OCCIP shall describe how the offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.
- (b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:
 - (1) Providing systems engineering and technical direction.
 - (2) Preparing specifications or work statements and/or objectives.
 - (3) Providing evaluation services.
 - (4) Obtaining access to proprietary information.
- (c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in additional to any remedies that may be otherwise permitted by the contract or operation of law.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor before expiration of this contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed $\underline{60}$ months.

(End of clause)

- 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran-Representation and Certification. (NOV 2011)
- (a) Definitions. As used in this provision--

Person--

- (1) Means--
- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
- (2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
- (b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--
- (1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and
- (2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.
- (d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if--
- (1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and
- (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any <u>DFARS</u> (48 CFR <u>Chapter 2</u>) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

- (a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.
- (b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010)

- (a) Definition. Export-controlled items, as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes:
- (1) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR part 120.
- (2) Items, defined in the EAR as ``commodities, software, and technology," terms that are also defined in the EAR, 15 CFR 772.1.
- (b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for Contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.
- (c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.
- (d) Nothing in the terms of this contract adds to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to--
- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
- (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
- (4) The Export Administration Regulations (15 CFR parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR parts 120-130); and

- (6) Executive Order 13222, as extended.
- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT J-1

Attachment J-1, entitled "Cisco Equipment List", is hereby incorporated into the Contract.

ATTACHMENT J-2

Attachment J-2 entitled, "IB Value" is hereby incorporated into the contract.

01.101	D	Cisco Part	ID Value Danie	Data ta a	Tatal Dala
CLIN	Description	Number	IB Value Range	Pricing	Total Price
BASE YEAR					
	Software	CON-NCFT-			
0001	Maintenance	IB250M	\$1.2B - \$2.2B	\$ 65,890,874.02	\$ 65,890,874.02
0002	ICRA	CON-NLS1- IB300M		\$ 309,125.98	\$ 309,125.98
			Subtotal Base Year		\$ 66,200,000.00
OPTION YEAR 1					
1001	Software Maintenance	CON-NCFT- IB250M	\$1.2B - \$2.2B	\$90,691,523	\$ 90,691,522.97
1002	ICRA	CON-NLS1- IB300M		\$ 308,477.03	\$ 308,477.03
			Subtotal Option Year 1		\$ 91,000,000.00
OPTION YEAR 2					
2001	Software Maintenance	CON-NCFT- IB250M	\$750M - \$1.2B	\$105,771,173.80	
2001	Software Maintenance	CON-NCFT- IB250M	\$1.2B - \$2.2B	\$129,740,696.89	\$ 129,740,696.89
2001	Software Maintenance	CON-NCFT- IB250M	\$2.2B - \$3.2B	\$160,568,555.40	
2002	ICRA	CON-NLS1- IB300M		\$309,540.00	\$ 309,540.00
			Subtotal Option Year 2		\$ 130,050,236.89
OPTION YEAR 3					
3001	Software Maintenance	CON-NCFT- IB250M	\$750M - \$1.2B	\$105,771,173.80	
3001	Software Maintenance	CON-NCFT- IB250M	\$1.2B - \$2.2B	\$129,740,696.89	
3001	Software	CON-NCFT-	\$2.2B - \$3.2B	\$160,568,555.40	\$ 160,568,555.40

	Maintenance	IB250M				
2000	IODA	CON-NLS1-		¢200 540 00		200 540 00
3002	ICRA	IB300M		\$309,540.00	\$	309,540.00
			Subtotal Option Year 3		\$	160,878,095.40
OPTION YEAR 4						
4001	Software Maintenance	CON-NCFT- IB250M	\$750M - \$1.2B	\$105,771,173.80		
4001	Software Maintenance	CON-NCFT- IB250M	\$1.2B - \$2.2B	\$129,740,696.89	\$	129,740,696.89
4001	Software Maintenance	CON-NCFT- IB250M	\$2.2B - \$3.2B	\$160,568,555.40		
4002	ICRA	CON-NLS1- IB300M		\$309,540.00	\$	309,540.00
1002	10101	12000111		7000/010100	<u> </u>	
			Subtotal Option Year 4		\$	130,050,236.89
		TOTAL PRICE			\$	578,178,569.17

ATTACHMENT J-5
Attachment J-5, entitled "Cisco DD254", is hereby incorporated into the contract.